

CONTRACT FOR SERVICES

DOCUMENT NO. 1635-15127

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER



**MEDICAL EQUIPMENT SERVICE AGREEMENT
FOR
COOK COUNTY MEDICAL EXAMINER**

WITH: AGILENT TECHNOLOGIES

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

CONTRACT FOR SERVICES
PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Agilent Technologies, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the Office of the Medical Examiner, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires a Medical Equipment Service Agreement;

WHEREAS, the Contractor is able and willing to provide such supplies/services, hereafter referred to as the "Contract Supplies/Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SUPPLIES/SERVICES

The Contractor agrees to provide the following Supplies/Services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective for one year from December 1, 2015 through November 30, 2016 after proper execution of the contract documents by the County with two, two-year renewals options.

III. PAYMENT

In no case shall such charges exceed the amount of **\$72,359.69**. Invoices shall be submitted to the County in accordance with GC-04. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A - SPECIFICATIONS
2. EXHIBIT B - VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL
3. EXHIBIT C - EVIDENCE OF INSURANCE
4. EXHIBIT D - ELECTRONIC PAYABLE PROGRAM
5. EXHIBIT E - IDENTIFICATION OF SUBCONTRACTOR/
SUPPLIER/SUBCONSULTANT FORM
6. EXHIBIT F - MINORITY AND WOMEN BUSINESS ENTERPRISES
SUBCONTRACTING GOAL
7. EXHIBIT G - ECONOMIC DISCLOSURE STATEMENT

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

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GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

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GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;

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GC-11 DEFAULT (con't)

8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Waiver of Subrogation

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Contractor

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

GC-15 INSURANCE REQUIREMENTS (con't)

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

GC-15 INSURANCE REQUIREMENTS (con't.)

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) **Insurance Notices**

Contractor shall notify the Cook County Office of the Chief Procurement Officer, Room 1018, Chicago Illinois 60602 at least 30 days prior to the effective date of any cancellation of the policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

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GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

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GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. There is not a MBE/WBE participation goal for this contract.

- B. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

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GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

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COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GENERAL CONDITIONS

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GC-20 MATERIAL SAFETY DATA SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

GENERAL CONDITIONS

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GC-24 GENERAL NOTICE (con't.)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

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GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

GC-38 FEDERAL CLAUSES (con't.)

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

GC-38 FEDERAL CLAUSES (con't)

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GC-38 FEDERAL CLAUSES (con't.)

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

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- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Intentionally omitted.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

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- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

GC-38 FEDERAL CLAUSES (con't.)

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Intentionally omitted

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

Intentionally omitted.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

GENERAL CONDITIONS

Contract No. 1635-15127

GC-38 FEDERAL CLAUSES (con't.)

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than

GENERAL CONDITIONS

Contract No. 1635-15127

GC-38 FEDERAL CLAUSES (con't.)

E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Special Conditions
3. Specification.
4. General Conditions.

END OF SECTION

EXHIBIT "A"
SPECIFICATIONS

SPECIFICATIONS

The undersigned declares that he has carefully examined the Agreement, General Conditions and Specifications identified as Contract Document Number 1635-15127 for a Medical Equipment Service Agreement for the Office of the Medical Examiner, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	YEAR	1	SERVICE OF MEDICAL EQUIPMENT FOR YEAR 2015-2016 AS PER EXHIBIT "A" HEREIN.
			<u>\$ 72,359.69/ TOTAL</u>

GRAND TOTAL: \$72,359.69

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

EXHIBIT "B"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL



Agilent Technologies

Agilent Technologies Inc.
2850 Centerville Road
Wilmington DE 19808-1610
United States

Tel: 1-800-227-9770 opt 1, then 5
Fax: 1-302-633-8954
Email: agreements_lfssupport@agilent.com
Website: www.agilent.com/chem

Delivery Site:

County of Cook
Medical Examiner's Office
2121 W Harrison St
CHICAGO IL 60612-3705
USA
Tax ID:

Peter Koin

peter.koin@cookcountyil.gov
+13129974470

Invoice To:

County of Cook
Accounts Payable
118 N Clark St Ste 1018
CHICAGO IL 60602-1286
USA
Tax ID:

QUOTATION

Quotation Number: 5000289187	Quotation Date: April 06, 2016
Coverage Period: 12/01/2015 - 11/30/2016	Payment Terms: Net 30 days
Quotation Expiration Date: All quoted prices are valid for 90 days from quotation date.	

Direct Inquiries to:

Contact Name: JOSEPH Nash
Contact E-mail: joe_nash@agilent.com
Contact Telephone: +13026337352
Contact Fax:

Service Contract Quotation:

Ship To:	County of Cook Medical Examiner's Office 2121 W Harrison St CHICAGO IL 60612-3705 USA
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Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your applications and workflows. Visit us at www.agilent.com/chem

Agilent Technologies Inc
5301 Stevens Creek Blvd
Santa Clara CA 95052-8059
United States

Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America
SWIFT: BOFAUS3N
Beneficiary Account: 12331-31561
Beneficiary Name: Agilent Technologies Inc

ORIGINAL

Quotation Number: 5000289187

Quotation Date: April 06, 2016

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
1	LUCY		GC 6890A System	CROSSLAB SILVER - EXTENDED	03/31/2013	1		3,564.00
		US95106871	7683 Autosampler tray module		09/30/2017			
		US95110802	7683 Autoinjector module		10/31/2014			
		US00032943	6890 Plus GC system		03/31/2013			
2	SNOOPY		GC 6890A System	CROSSLAB SILVER - EXTENDED	01/31/2012	1		3,564.00
		US94906113	7673 Autosampler tray module		01/31/2012			
		US91509579	7673 Autoinjector tower module		01/31/2012			
		US00022798	6890 Plus GC system		03/31/2013			
		US82606212	7673 Controller module		01/31/2012			
3	PEPPERMINT PATTY		GC 6890N System	CROSSLAB SILVER	10/31/2014	1		3,564.00
		US20614314	7683 Autosampler tray module		09/30/2017			
		CN23026444	7683 Autoinjector module		10/31/2014			
		US10226110	6890N Network GC System Custom		12/31/2017			
4	FRANKLIN		GC 7890 System	CROSSLAB SILVER		1		3,624.00
		CN10481019	Agilent 7890A Series GC Custom					
		CN10480078	7693A Autoinjector					
		CN11090246	7693A Autoinjector					
5	DOPEY		GCMS 5973T Asset Max	CROSSLAB SILVER - EXTENDED	11/30/2013	1		11,412.00
		CN50222839	7683B Autoinjector Module		09/30/2017			
		US60111615	Ion Gauge Controller					
		CN45131689	7683 Autosampler tray module		09/30/2017			
		CN10427088	6890N Network GC		12/31/2017			

Quotation Number: 5000289187

Quotation Date: April 06, 2016

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
			System					
		US44621215	5973 Inert MSD Perform Turbo EI Mainfrm		11/30/2013			
6	SLEEPY		GCMS 5975 Turbo System	CROSSLAB SILVER	09/30/2017	1		9,084.00
		CN64641939	7683 Autosampler tray module		09/30/2017			
		CN64436687	7683B Autoinjector Module		09/30/2017			
		US63234722	5975C inert XL MSD Perf Turbo EI Mnfr.		12/31/2020			
		CN10702037	6890N Network GC System		12/31/2017			
7	GRUMPY		GCMS 5975 Turbo System	CROSSLAB SILVER	12/31/2020	1		9,084.00
		US10483716	5975C inert XL MSD Perf Turbo EI Mnfr.		12/31/2020			
		CN10481039	Agilent 7890A Series GC Custom					
		CN10460033	7693A Tray, 150 Vial					
		CN10480079	7693A Autoinjector					
8	NO NAME		LCMS Triple Quad System	CROSSLAB SILVER	05/31/2018	1		25,944.00
		DE90361915	1200 Series Thermost. Col. Compartm. SL		05/31/2018			
		DE60565588	1200 Cooled Thermostatted ALS		05/31/2018			
		DE63059845	1260 Binary Pump					
		JP82011185	1260 Infinity Micro Degasser.		05/31/2018			
		US92301884	LC/MS API Electropray Source					
		US91370122	6430 Triple Quadrupole LC/MS system					
		DE64558342	1200 Series High		05/31/2018			

Quotation Number: 5000289187

Quotation Date: April 06, 2016

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
			Performance ALS SL					
9	1		GCMS 5977 Turbo System	CROSSLAB BRONZE		1	08/01/2016 - 11/30/2016	2,536.00
		US1510L413	5977A Inert MSD EI Turbo Pump					
		CN15123047	Agilent 7890B Series GC Custom					
		CN15020019	7693A Autoinjector					
		CN15030008	7693A Tray with Heater/Mixer/Bar Code					
10	2		GC 7890 System	CROSSLAB BRONZE		1	08/01/2016 - 11/30/2016	892.00
		CN15123044	Agilent 7890B Series GC Custom					
		CN15030020	7693A Tray with Heater/Mixer/Bar Code					
		CN14530235	7693A Autoinjector					
11	3		UV-VIS Cary 60 Spectrometer	CROSSLAB SILVER		1		2,268.00
		MY13450015	Cary 60 Instrument					
12	4		GCMS 5977 Turbo System	CROSSLAB SILVER		1		9,312.00
		CN13340003	7693A Tray with Heater/Mixer/Bar Code					
		US1413L221	5977A Inert MSD EI Turbo Pump					
		CN14040011	7693A Autoinjector					
		CN14123090	Agilent 7890B Series GC Custom					
13	PIG-PEN		GC 7890 System	CROSSLAB SILVER		1		3,624.00
		CN14123091	Agilent 7890B Series GC Custom					
		CN14040004	7693A Autoinjector					

Quotation Number: 5000289187

Quotation Date: April 06, 2016

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
		CN14040008	7693A Tray with Heater/Mixer/Bar Code					
14	SYS-GM-QQQ		GC 7890 System	CROSSLAB SILVER		1	05/15/2016 - 11/30/2016	1,977.61
		CN15123043	Agilent 7890B Series GC Custom					
		CN15020017	7693A Autoinjector					
		CN15030002	7693A Tray with Heater/Mixer/Bar Code					

Total Amount before Discount	90,449.61
Discount - Region/Country	-18,089.92
Total before Tax	72,359.69
Sales Tax 0.000%	0.00
Total (USD)	72,359.69

EGS = End of Guaranteed Support for earliest module

Summary of Charges:

Note: These prices reflect additions, deletions and warranties.

Year:	Invoice Period:	Prices by Invoice Period:
YEAR 1	12/01/2015 - 11/30/2016	72,359.69

Notes:

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Quotation Number: 5000289187

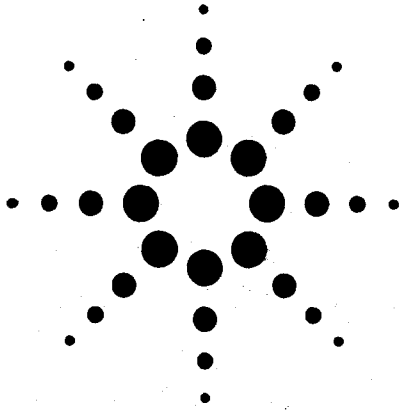
Quotation Date: April 06, 2016

Exhibit URL

Exhibit22L.aspx <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22l> Password: spUhaFR5
x

Exhibit22X.aspx <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x>
px Password: br8zUWuC

This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms (http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx) and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale (http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx). Products or Services that are manufactured, configured or adapted to meet Customer's requirements are subject to the Agilent Terms of Sales - Custom products (http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx). If you have a previously signed agreement with Agilent covering such Products, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.



Agilent Technologies, Inc. – Support Services: Repair Service/Extended Warranty, Agilent CrossLab Service Plans

Exhibit 22X

Agilent
CrossLab

Agilent Technologies' Repair Service/Extended Warranty and Agilent CrossLab Service Plans are governed by this Exhibit and the Agilent Service Terms (E16S).

Repair Service/Extended Warranty, and Agilent CrossLab Service Plans

Repair Service/Extended Warranty, and Agilent CrossLab Service Plans include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent, on supported products:

Repair Service/Extended Warranty (R-28D). Repair Service/Extended Warranty provides warranty-level service coverage on supported instruments. Services include: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

Agilent CrossLab Bronze (R-28C). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor service is also included.

Agilent CrossLab Bronze - Government/Academia (R-29C). The Agilent CrossLab Bronze – Government/ Academia service plan is only available to Government and Academia customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor-Assist service is also included. Agilent reserves the right to substitute Service Center Repair for On-site service as deemed necessary.

Agilent CrossLab Silver (R-28R). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Agilent CrossLab Preventive Maintenance, and upon availability, Agilent Remote Advisor is also included.

Agilent CrossLab Silver Plus (R-38R). This service is available for select Agilent LCs and includes the Deuterium Lamp Replacement benefit. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance visit including the replacement of the Deuterium lamp, and upon availability: Agilent Remote Advisor is also included.



Agilent Technologies

Agilent CrossLab Silver with OQ (R-28S, R-28U). Services include: services defined in the Agilent CrossLab Silver (R-28R) section above and furthermore one Agilent CrossLab Operational Qualification (OQ/ PV) event which is guaranteed to pass.

Agilent CrossLab Silver with OQ and RQ (R-28T, R-28V). Services include: services defined in the Agilent CrossLab Silver (R-28R) above and furthermore one Agilent CrossLab Operational Qualification (OQ/PV) event which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

Agilent CrossLab Silver with Software (R-28W). Services include: services defined in the Agilent CrossLab Silver (R-28R) above and furthermore workstation Software Media Updates.

Agilent CrossLab Gold (R-18E). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Next Business Day Response time, where available. All labor, travel costs, service parts, including Consumable Parts Required for Repair are included. Additionally included are one Preventive Maintenance, and upon availability: Agilent Remote Advisor-Assist, Agilent Remote Advisor-Report, and Agilent Remote Advisor-Alert. Also included are an assigned account manager with quarterly review meetings, and an onsite cache of commonly needed parts.

Agilent CrossLab Gold with OQ (R-18F, R-18H). Service includes: services defined in the Agilent

CrossLab Gold (R-18E) above and furthermore one Agilent CrossLab Operational Qualification (OQ/PV) event which is guaranteed to pass.

Agilent CrossLab Gold with OQ and RQ (R-18G, R-18J). Services include: services defined in the Agilent CrossLab Gold (R-18E) section above and furthermore only one Agilent CrossLab Operational Qualification (OQ/PV) event which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

Module Repair (R-28X). Service coverage for individual module only. Service includes: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

Certain hardware components may require return to Agilent services at an Agilent Service Center Repair.

Repair Service/Extended Warranty Mass Spec Only (R-29D). Service includes: services defined in the Repair Service/Extended Warranty section above for the Mass Spec component of supported GCMS or LCMS systems. No service is performed on the front-end components.

Agilent CrossLab Bronze Mass Spec Only (R-29B). Services include: services defined in the Agilent CrossLab Bronze (R-28C) section above, for the Mass Spec component of supported GCMS or LCMS systems. No service is performed on the front-end components.

Agilent CrossLab Repair and Maintenance – Government/ Academia (R-29R). The Agilent CrossLab Repair and Maintenance – Government/Academia Service plan is only available to Government (Country/State/Local) and Academia (College/University) customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor and travel costs are included. Parts and Consumables required for repair are not included and must be purchased from Agilent. Only one Agilent CrossLab Preventive Maintenance is included. Upon availability: the Agilent Remote Advisor service is included.

Agilent CrossLab Silver with Functional Verification (R-26X). Services include: services defined in the Agilent CrossLab Silver (R-28R) section above and furthermore one Agilent CrossLab Functional Verification testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance is included.

Agilent CrossLab Gold with Functional Verification (R-16W). Services include: services defined in the Agilent CrossLab Gold (R-18E) section above and furthermore one Agilent CrossLab Functional Verification testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance is included.

Service center repair option available only for products that specify this repair method or in cases where this option is mutually beneficial to customer and Agilent.

Service Definitions

Service Definitions for All Repair Service/Extended Warranty and Agilent CrossLab Service Plans

Telephone Support to Isolate and Resolve Hardware and Software Problems. Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware problems. If software phone support is specified, also includes telephone access for the specific purpose of isolating and resolving software problems. Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system. Excludes client- server database software and Informatics software. May include software support from vendors other than Agilent for Multi-Vendor Services arrangements.

On-site Hardware Troubleshooting and Repair. Includes diagnosis and correction of product malfunctions and failures at the Customer site. Repair is provided uninterrupted, unless Agilent determines that additional parts or resources are required. In such case, Agilent will interrupt repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that Customer must follow while a permanent solution is developed.

Modules for Service Center Repair. Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Deuterium Lamp Replacement. Agilent CrossLab Silver Plus plans include one (1) deuterium lamp during the 12 months period of the agreement. On site replacement of this lamp by an Agilent engineer will occur during

the included Preventive Maintenance (PM) visit. If the lamp does not require replacement at the time of the PM visit, the customer may contact Agilent anytime during the agreement coverage and request a lamp be shipped to them at no charge. If the lamp is not requested during the agreement period, no credit will be given or passed along to future agreements.

Agilent Labor and Travel to install the lamp outside of the PM visit is not included in the agreement.

Consumable Parts Required for Repair. With the exception of the lamp benefit contained in Agilent CrossLab Silver Plus, consumables and supplies required during the routine maintenance and normal operation of your instruments are not included in any Agilent CrossLab Service Plan. However certain supplies and consumable parts may be required as part of repair or the diagnosing of instrument or product problems. www.agilent.com/chem/svconsumables

Unless otherwise stated, the quantity of such items included in contractual coverage is limited to the amount necessary to return the instrument to normal operation.

Service Center Repair. Includes diagnosis and correction of product malfunctions and failures at local Agilent Service Centers. Agilent may install engineering improvement modifications, when applicable, and perform services such as cleaning, adjusting, lubricating, inspecting or testing. Repaired products are re-tested and certified to verify proper operation. All required labor, parts and materials are included. Replaced parts become the property of Agilent.

Agilent CrossLab Preventive Maintenance. Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. Labor and parts required to perform Agilent's preventive maintenance procedures and travel to Customer's site once during the coverage period are included. Preventive Maintenance is performed according to Agilent-recommended procedures upon a mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.

Agilent CrossLab Silver Plus includes a deuterium lamp benefit that is provided at the time of the Preventive Maintenance Visit.

Agilent CrossLab Operational Qualification. Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent CrossLab Operational Qualification (OQ) procedure and methodology. The service is compatible with all Agilent instruments, and selected non-Agilent products. Service is provided annually.

Agilent CrossLab Repair Qualification. Uses Agilent CrossLab procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.

Agilent Remote Advisor-Assist.

Enables Customer to open a service request by clicking the Push for Help icon on connected systems. The Push for Help request is acknowledged within one (1) hour and Customer receives a call back within four (4) hours from Agilent to isolate and resolve hardware issues. Additionally, enables Customer to open a secure Real-time Collaboration session with Agilent for live remote diagnostics and assistance. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Agilent Remote Advisor-Report.

Provides instrument configuration, availability and utilization reporting information for connected systems in hardcopy form or via access to secure web-based reporting portal. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Agilent Remote Advisor-Alert. Allows Customer to set text or email alerts to notify Customer when instrument maintenance thresholds are reached or when the instrument requires user interaction. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Overtime Service. Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00 AM to 16:00 PM local time Monday through Friday except local holidays (may vary by country).

Response Time. Response time is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at Customer's site. Standard Response time varies depending on the distance from an Agilent office. The travel zone distance varies by country.

Software Media Updates. At Agilent's discretion, software updates and documentation may be delivered automatically to Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software. Note: Only Agilent CrossLab Silver with Software service includes media updates.

Service Prerequisites**Applicable for Agilent CrossLab Service Plans:**

Recommended Modifications, Reliability, and Performance Enhancements. Agilent may make recommended modifications at Agilent's expense to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance of Customer's instruments, covered by Agilent service agreements. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

Applicable for Qualification Services:

Preventive Maintenance. A preventive maintenance procedure when recommended by manufacturer may be performed prior to qualification services at customer's expense unless otherwise covered by service agreement.

Applicable for Software Support Services:

General. Agilent provides telephone support only for software that Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for current software version and for last previous version for a minimum of one (1) year from the date of last availability. Telephone support is not available for any software which has reached end-of-support. If support coverage lapses, additional fees may apply.

Designated Callers. Customer must identify one primary and one alternate caller, both of whom have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

Telephone Access. Customer must provide a telephone near the system or at another mutually agreed location, which allows Customer to perform software operations required during problem resolution.

Diagnostic and Maintenance Software. Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent and Agilent may remove them when the support contract ends.

Customer Responsibilities

Customer Responsibilities for All Repair Service/Extended Warranty and Agilent CrossLab Service Plans

Operating and Maintenance Procedures. Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an instrument. Customer shall be responsible for all service and parts required due to failure to perform these procedures.

Access. Customer must provide Agilent access to the instruments, adequate working space and use of all information and facilities necessary to service the instrument at Customer's site.

Appropriate Communication Ability. Customer must have adequate access to telephones near instruments and must be fluent in a language supported by local Agilent Call Center. Web, e-mail and fax access are required for patches and information transfer.

Material Shipping and Receiving Capabilities. Customer must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

Locked Cabinet or Room (Agilent CrossLab Gold service). Customer must provide a locked cabinet or room for the onsite parts cache. The parts remain Agilent owned until consumed by the customer. Customer will not remove parts from the cache without prior consent from Agilent.

Applicable for Service Center Services:

Compliance with Agilent Process. Customer must follow the standard Agilent process for calling, reporting and qualifying a hardware problem. The pertinent Instrument information must be provided.

EHS Form. Customer must enclose the completed Environmental Health & Safety (EHS) form, or if not available, provide a written statement that no EHS hazard exists as a result of the use of the instrument in Customer's laboratory.

Proper Packaging. Any returned instruments must be carefully packed in a proper shipping carton.

Applicable for Mass Spectrometer Maintenance and Ion Source Cleaning Services

Venting. Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

Applicable for Qualification Services:

Rescheduled Services. Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification service.

Business Decisions. Business decisions or actions taken by Customer as a result of any qualification service procedure are responsibility of the Customer.

Proprietary Information. Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

Service Limitations

The following limitations apply to all Repair Service, and Agilent CrossLab Service Plans

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only and is subject to local availability. These Agilent products must have been purchased as 'new' products by the Customer from Agilent or a reseller authorized by Agilent to sell these products.

Coverage of Agilent products procured from sources other than those above or purchased 'used' items may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at Customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment should defects be discovered during the inspection.

Any service not covered by the contractual service ordered, including but not limited to software support, is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate instrument documentation.

Service Availability. Coverage hours will be Agilent's normal business hours (08:00 am to 17:00 pm local time), Monday through Friday, excluding local holidays.

Maximum Use Limitation. Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service and invoiced separately.

Obsolete Instruments. Agilent standard services do not cover instruments or products that are beyond their specified support period.

End-of-Guaranteed-Support. Service coverage under this Exhibit (including multi-year agreements) for any main analytical component such as a mainframe or subordinate components such as a detector will automatically convert to Agilent CrossLab Extended Service coverage when the component reaches its End-of-Guaranteed-Support. In cases where Agilent CrossLab Extended Service is not available, the service coverage for that main analytical component or subordinate component will cease. Price uplifts may apply. Agilent CrossLab Extended Service options are described in a separate service exhibit 22L. Agilent CrossLab Extended Service applies only to Agilent instruments.

Contamination and Corrosion. Services for parts and instruments that become contaminated when operated in hazardous environments or difficult to service, including requiring more than typical parts replacement will be subject to additional charges. Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Consumables, Supplies and Parts. Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.

Application Software Support. Agilent provides remote support for two (2) designated callers to isolate and resolve software issues or problems with Agilent Application Software including but not limited to ChemStation, ChemStore, and EZChrom Elite Workstation series. Support for the operating system, any other software on the system, in-depth training, consulting or any custom engagements, including software customization, are not included. Response time is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site service and subject to additional charges.

Agilent Informatics Software Support. Support for Agilent Informatics software, including but not limited to Agilent OpenLab CDS client/server installations, Agilent OpenLAB ECM, and Agilent OpenLab ELN, is not included. Support coverage for Agilent Informatics software may be purchased separately.

Modules for Service Center Repair. Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Software Updates. Software updates or upgrades are not specifically provided under any Agilent CrossLab service plan. Contractual software update services may be purchased at additional charge for eligible Agilent instruments.

Support for Agilent-Provided PC Hardware and Peripherals. Agilent Repair Service/Extended Warranty and Agilent CrossLab Service Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within three years of instrument purchase. Agilent reserves the right to repair or replace a non-functioning PC or monitor under coverage with a model of equal or greater specification at Agilent's discretion. Printers and other peripherals are specifically excluded from all service coverage described above.

Cancellation or Deletion

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to, return to bench support, on-site support, response center support, application and technical. Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. Customer will pay for all Service rendered under the scheduled Service Agreement.

Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety.

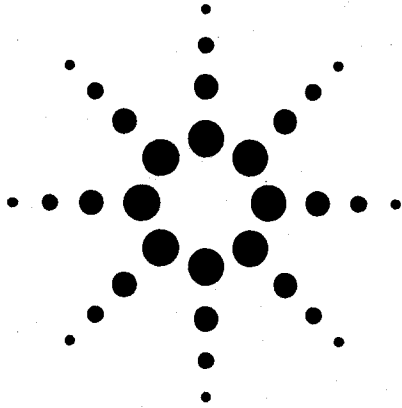
Customer may not cancel a portion of, or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (e.g. Agilent CrossLab Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

Technical information, service descriptions and entitlements in this document are subject to change without notice.

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Revision 1.7



Agilent Technologies, Inc. – Support Services: Agilent CrossLab - Extended Services Plans

Exhibit 22L

Agilent
CrossLab

Agilent CrossLab – Extended Service Plans are governed by this Exhibit and the Agilent Service Terms (E16S).

Agilent CrossLab – Extended Service Plans

Agilent CrossLab – Extended Service Plans include defined combinations of Agilent services, which Customers may not substitute.

Agilent CrossLab – Extended Service plans are designed to provide support on selected Agilent instruments that have reached their specified End-of-Guaranteed-Support period. During this period, service limitations apply, see 'Agilent CrossLab – Extended Service' in the 'Service Limitations' section of this document.

The following service bundles are available from Agilent, on supported products:

Agilent CrossLab Silver -Extended Service (R-28R) Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Agilent CrossLab Preventive Maintenance (PM), and upon availability, Agilent Remote Advisor is also included.

Agilent CrossLab Silver Plus – Extended Service (R-38R). This service is available for select Agilent LCs and includes the Deuterium Lamp Replacement benefit. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance visit including the replacement of the Deuterium lamp, and upon availability: Agilent Remote Advisor is also included.

Agilent CrossLab Silver with Software – Extended Service (R-28W) Services include: services defined in the Agilent CrossLab Silver - Extended Service (R-28R) above and furthermore workstation Software Media Updates.

Agilent CrossLab Silver with OQ - Extended Service (R-28S, R-28U) Services include: services defined in the Agilent CrossLab Silver (R-28R) section above and furthermore one Agilent CrossLab Operational Qualification (OQ/ PV) event.

Agilent CrossLab Silver with Functional Verification, -Extended Service (R-26X) Services include: services defined in the Agilent CrossLab Silver, - Extended Service (R-28R) section above and furthermore one Agilent CrossLab Functional Verification (FV) testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance (PM) is included.

Agilent CrossLab Silver with OQ and RQ – Extended Service (R-28T, R-28V). Services include: services defined in the Agilent CrossLab Silver -Extended Service (R-28R) above and furthermore one Agilent CrossLab Operational Qualification (OQ/PV) event and Agilent CrossLab Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

Agilent CrossLab Bronze -Extended Service (R-28C) Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor service is also included.



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Agilent CrossLab Bronze Mass Spec Only – Extended Service (R-29B)

Services include: services defined in the Agilent CrossLab Bronze (R-28C) section above, for the Mass Spec component of supported GCMS or LCMS systems.

No service is performed on the front-end components.

Agilent CrossLab Bronze – Government/Academia –Extended Service (R-29C)

The Agilent CrossLab Bronze – Government/Academia –Extended Service plan is only available to Government and Academia customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with best effort Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor-Assist service is also included. Agilent reserves the right to substitute Service Center Repair for On-site service as deemed necessary.

Module Repair – Extended Service (R-28X)

Service coverage for individual module only. Service includes: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

Certain hardware components may require return to Agilent services at an Agilent Service Center Repair.

Agilent CrossLab Repair and Maintenance – Government/Academia –Extended Service (R-29R)

The Agilent CrossLab Repair and Maintenance – Government/Academia, –Extended Service plan is only available to Government (Country/State/Local) and Academia (College/University) customers.

Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, On-site Hardware Troubleshooting and Repair with best effort Response time. All labor and travel costs are included. Parts and Consumables required for repair are not included and must be purchased from Agilent. Only one Agilent CrossLab Preventive Maintenance (PM) is included. Upon availability; the Agilent Remote Advisor service is included.

Repair – Extended Service (R-28D).

Repair – Extended Service provides warranty-level service coverage on supported instruments. Services include: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

Repair Mass Spec Only – Extended Service, (R-29D)

Service includes: services defined in the Repair – Extended Service section above for the Mass Spectrometry component of supported GCMS or LCMS systems.

No service is performed on the front-end components.

Agilent CrossLab Labor Only – Extended Service (R-28Y).

The service includes Telephone Support to Isolate and Resolve Hardware Problems, and On-Site Hardware Troubleshooting and Repair with standard Response Time. All labor and travel costs are

included. Repair Parts are not included and must be provided by the Customer. This agreement provides commercially reasonable effort from factory-trained personnel to attempt the repair. Service will be delivered on the covered hardware only.

Agilent Service Center Repair – Extended Services (R-20B).

Service includes Telephone Support to isolate and resolve hardware problems, and Agilent Service Center Repair Service. All required labor, parts and materials are included. Turnaround Time is typically five (5) working days except for intermittent failures that may require additional diagnostic time.

Agilent CrossLab Operational Qualification (also referred to as Performance Verification) (R-22B or R-26J for Agilent CrossLab Compliance)

Determines operational performance using a chemical test sample kit of known concentration on analytical instruments. Agilent and most regulatory bodies recommend annual hardware qualification testing at minimum. Service is provided annually or more frequently as required.

Agilent CrossLab Functional Verification – Extended Services (R-260 for Agilent CrossLab Compliance)

The general principles of Functional Verification (FV) are to provide metrology tests (flow, temperature, pressure, wavelength accuracy, noise, etc.) to confirm the accuracy and calibration of the critical functions of the chromatography system.

The properties checked in FV are typically not checked in method validation or every day analysis runs but they are fundamental to accurate chromatographic results. This service cannot replace OQ for Pharmaceutical laboratories.

Combined Functional Verification with PM – Extended Service (R-22V or R-26V for Agilent CrossLab Compliance). Provides a combination of Functional Verification plus the inspection and appropriate service of all the critical functional components of Agilent LC or GC systems in a single product.

Analytical Instrument Qualification – Extended Service (R-26H for Agilent CrossLab Compliance). Comprises IQ plus OQ for new installs and relocations, or just OQ for subsequent deliveries under multi-year contracts.

Extra tests for Agilent CrossLab Compliance – Extended Service (R-26B): Can be used for any one of the following tests:

Extra OQ test from menu: This covers extra tests beyond the core tests specified by the Agilent CrossLab Compliance Operational Qualification (OQ) protocol, or repeated tests with different setpoints. Customer-requested set points and limits are available with a Custom Equipment Qualification Plan (EQP). Additional charges may apply. Use multiple quantities when applicable.

FID Response Qualification: Agilent qualifies the linearity of Flame Ionization Detectors (FID).

Thermal Performance Qualification: Agilent tests the temperature accuracy of the heated zones, such as inlets, detectors and oven for the specified products

Agilent CrossLab Preventive Maintenance – Extended Service (R-20L). Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. For systems with Mass Spectrometer Detectors,

Ion Source Cleaning Service is included in the Preventive Maintenance Service. Labor and parts required to perform Agilent's Preventive Maintenance procedures and travel to Customer's site once for each year of the coverage period are included. Preventive Maintenance does not cover the repair of instrument problems uncovered during the maintenance. Preventive Maintenance is performed according to Agilent recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.

Agilent CrossLab Mass Spectrometer Only Preventive Maintenance – Extended Service (R-29L). Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures, and Ion Source Cleaning Service for Agilent Mass Spectrometer systems. Agilent may also perform routine operational maintenance procedures. No service is performed on the front-end components. Labor and parts required to perform Agilent's Preventive Maintenance procedures and travel to Customer's site once for each year of the coverage period are included. Preventive Maintenance does not cover the repair of Instrument problems uncovered during the maintenance. Preventive Maintenance is performed according to Agilent recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service.

Agilent CrossLab Interim Preventive Maintenance – Extended Service (R-20R). Includes replacement of rough pump oil at Customer's site once during the agreement period.

Agilent CrossLab Enhanced PM Uplift – Extended Service (R-20U). Uplifts the standard Preventive Maintenance to add the following:

- For gas chromatographs (GCs) equipped with the G1888A headspace sampler, replacement includes a majority of the sample pathway components of the headspace sampler.
- For liquid chromatographs (LCs) and LC/mass spectrometers, replacement includes an extended list of parts in the LC sample pathway, consumables in the autosampler and/or manual injector, and deuterium detector lamps. The Enhanced Preventive Maintenance Uplift service is only available with the purchase of an Agilent CrossLab Preventive Maintenance – Extended Service (R-20L) or Agilent CrossLab Silver contract.

Mass Spectrometer Ion Source Cleaning – Extended Service (R-20M). Includes disassembling, cleaning and re-assembling Customer's mass spectrometer ion source at Customer's site. In the case of the ICP-MS system, this service involves cleaning the Extract Lenses, Einzel Lens and the Omega Lens. The service does not cover the repair of instrument problems uncovered during the service. The source cleaning service is performed according to Agilent-recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service.

Extended Services Uplift (R-28Y-701). Applied when one or more module(s) of a system reach End-of-Guaranteed-Support period before the full system reaches End-of-Guaranteed-Support date. The service level for the module will match the service level selected for the system.

Service Definitions for Agilent CrossLab – Extended Service Plans

Telephone Support to Isolate and Resolve Hardware and Software Problems. Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware problems. If software phone support is specified, also includes telephone access for the specific purpose of isolating and resolving software problems. Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system. Excludes client- server database software and Informatics software. May include software support from vendors other than Agilent for Multi-Vendor Services arrangements.

On-site Hardware Troubleshooting and Repair. Includes diagnosis and correction of product malfunctions and failures at the Customer site. Repair is provided uninterrupted, unless Agilent determines that additional parts or resources are required. In such case, Agilent will interrupt repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that Customer must follow while a permanent solution is developed.

Deuterium Lamp Replacement.

Agilent CrossLab Silver Plus – Extended Service plans include one (1) deuterium lamp during the 12 months period of the agreement. On site replacement of this lamp by an Agilent engineer will occur during the included Preventive Maintenance – Extended Service (PM) visit. If the lamp does not require replacement at the time of the PM visit, the customer may contact Agilent anytime during the agreement coverage and request a

lamp be shipped to them at no charge. If the lamp is not requested during the agreement period, no credit will be given or passed along to future agreements.

Agilent Labor and Travel to install the lamp outside of the PM visit is not included in the agreement

Consumable Parts Required for Repair. Certain supplies and consumable parts may be required as part of repair or the diagnosing of instrument or product problems. Information about supplies and consumable parts, including the applicable limitations on the quantity needed during repair or services, are defined at

www.agilent.com/chem/svconsumables

Unless otherwise stated, the quantity of such items included in contractual coverage is limited to the amount necessary to return the instrument to normal operation.

Service Center Repair. Includes diagnosis and correction of product malfunctions and failures at local Agilent Service Centers. Agilent may install engineering improvement modifications, when applicable, and perform services such as cleaning, adjusting, lubricating, inspecting or testing. Repaired products are re-tested and certified to verify proper operation. All required labor, parts and materials are included. Replaced parts become the property of Agilent.

When an instrument or component is under Agilent CrossLab - Extended Service contract, service center repair includes commercially reasonable efforts to diagnose and correct product malfunctions and failures at local Agilent Service Centers.

Modules for Service Center Repair
Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Agilent CrossLab Preventive Maintenance. Includes commercially reasonable efforts in replacing of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. Labor and parts required to perform Agilent's preventive maintenance procedures and travel to Customer's site once during the coverage period are included. Preventive Maintenance is performed according to Agilent-recommended procedures upon a mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.

Agilent CrossLab Operational Qualification. Determines operational performance using a chemical test sample kit of known concentration on analytical instruments via Agilent CrossLab Operational Qualification (OQ) procedure and methodology. The service is compatible with all Agilent instruments, and selected non-Agilent products. Service is provided annually.

Any repair and/or retesting after non-passing Operational Qualification (OQ) is the responsibility of the customer and will be billed separately.

Agilent CrossLab Repair Qualification. Uses Agilent CrossLab procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.

Any repair and/or retesting after non-passing Repair Qualification (RQ) is the responsibility of the customer and will be billed separately.

Agilent CrossLab Functional Verification. Uses Agilent CrossLab procedures and testing methodology to test that a system is performing to Agilent's functional verification specification after repair. The service is provided after repair of system components that may impact system operational performance.

Any repair and/or retesting after non-passing Functional Verification (FV) is the responsibility of the customer and will be billed separately.

Agilent Remote Advisor-Assist.

Enables Customer to open a service request by clicking the Push for Help icon on connected systems. The Push for Help request is acknowledged within one (1) hour and Customer receives a call back within four (4) hours from Agilent to isolate and resolve hardware issues. Additionally, enables Customer to open a secure Real-time Collaboration session with Agilent for live remote diagnostics and assistance. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Agilent Remote Advisor-Report.

Provides instrument configuration, availability and utilization reporting information for connected systems in hardcopy form or via access to secure web-based reporting portal. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Agilent Remote Advisor-Alert. Allows Customer to set text or email alerts to notify Customer when instrument maintenance thresholds are reached or when the instrument requires user interaction. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

Overtime Service. Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00 AM to 16:00 PM local time Monday through Friday except local holidays (may vary by country).

Response Time. Response time is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at Customer's site. Standard Response time varies depending on the distance from an Agilent office. The travel zone distance varies by country.

Software Media Updates. At Agilent's discretion, software updates and documentation may be delivered automatically to Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software. Note: Only Agilent CrossLab Silver with Software service includes media updates.

Customer Responsibilities

Customer Responsibilities for all Agilent CrossLab – Extended Service

Operating and Maintenance

Procedures. Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an instrument. Customer shall be responsible for all service and parts required due to failure to perform these procedures.

Access. Customer must provide Agilent access to the instruments, adequate working space and use of all information and facilities necessary to service the instrument at Customer's site.

Appropriate Communication Ability. Customer must have adequate access to telephones near instruments and must be fluent in a language supported by local Agilent Call Center. Web, e-mail and fax access are required for patches and information transfer.

Material Shipping and Receiving Capabilities. Customer must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

Service Prerequisites

Recommended Modifications, Reliability, and Performance Enhancements: Agilent may make recommended modifications at Agilent's expense to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance of Customer's instruments, covered by Agilent service agreements. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

Applicable for Qualification Services:

Preventive Maintenance. A preventive maintenance procedure when recommended by manufacturer may be performed prior to qualification services at customers expense unless otherwise covered by service agreement.

Applicable for Software Support Services:

General. Agilent provides telephone support only for software that Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for current software version and for last previous version for a minimum of one (1) year from the date of last availability. If support coverage lapses, additional fees may apply.

Designated Callers. Customer must identify one primary and one alternate caller, both of whom have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

Telephone Access. Customer must provide a telephone near the system or at another mutually agreed location, which allows Customer to perform software operations required during problem resolution.

Diagnostic and Maintenance Software. Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent and Agilent may remove them when the support contract ends.

Applicable for Service Center Services:

Compliance with Agilent Process. Customer must follow the standard Agilent process for calling, reporting and qualifying a hardware problem. The pertinent Instrument information must be provided.

EHS Form. Customer must enclose the completed Environmental Health & Safety (EHS) form, or if not available, provide a written statement that no EHS hazard exists as a result of the use of the instrument in Customer's laboratory.

Proper Packaging. Any returned instruments must be carefully packed in a proper shipping carton.

Applicable for Mass Spectrometer Maintenance and Ion Source Cleaning Services

Venting. Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

Applicable for Qualification Services:

Rescheduled Services. Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification service.

Business Decisions. Business decisions or actions taken by Customer as a result of any qualification service procedure are responsibility of the Customer.

Proprietary Information. Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

Service Limitations. The following limitations apply to all Agilent CrossLab - Extended Service Plans

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only and is subject to local availability. These Agilent products must have been purchased as 'new' products by the Customer from Agilent or a reseller authorized by Agilent to sell these products.

Coverage of Agilent products procured from sources other than those above or purchased 'used' items may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at Customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment should defects be discovered during the inspection.

Any service not covered by the contractual service ordered, including but not limited to software support, is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate instrument documentation.

Service Availability. Coverage hours will be Agilent's normal business hours (08:00 am to 17:00 pm local time), Monday through Friday, excluding local holidays.

Maximum Use Limitation. Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service and invoiced separately.

Agilent CrossLab - Extended Service. Service coverage under this Exhibit (including multi-year agreements) for any main analytical component such as a mainframe or subordinate components such as a detector will automatically convert to Agilent Extended Service coverage when the component reaches its End-of-Guaranteed-Support (EGS) date. In cases where Agilent CrossLab - Extended Service are not available, the service coverage for that main analytical component or subordinate component will cease.

Agilent will use commercially reasonable efforts to complete the repair. If a hardware problem cannot be resolved, a formal escalation process ensures that key technical and management resources quickly attend to your issue.

If parts are unavailable, customers may provide parts from Customer's used equipment.

Agilent CrossLab - Extended Service applies only to Agilent instruments.

End-of-Support Instruments. Agilent services do not cover instruments that have reached their End-of-Support (EOS) date.

Labor Only Services. Service parts for repair are not included. If a repair is necessary, any applicable charges for parts will be billed separately. Removing parts from a pre-existing instrument for repair may be billed on a per-incident basis according to Agilent's On-Demand Repair Service rate.

Contamination and Corrosion. Services for parts and instruments that become contaminated when operated in hazardous environments or difficult to service, including requiring more than typical parts replacement will be subject to additional charges. Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Consumables, Supplies and Parts. Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.

Application Software Support. Agilent provides remote support for two (2) designated callers to isolate and resolve software issues or problems with Agilent Application Software including but not limited to ChemStation, ChemStore, and EZChrom Elite Workstation series. Support for the operating system, any other software on the system, in-depth training, consulting or any custom engagements, including software customization, are not included. Response time is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site service and subject to additional charges.

Agilent Informatics Software Support. Support for Agilent Informatics software, including but not limited to Agilent OpenLab, Agilent ECM, and Agilent EZChrom Elite Client/Server, is not included. Support coverage for Agilent Informatics software may be purchased separately.

Modules for Service Center Repair. Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Software Updates. Software updates or upgrades are provided under the Agilent CrossLab Silver with Software service plan only. Software updates or upgrades are not specifically provided under any other Agilent CrossLab service plan. Contractual software update services may be purchased at additional charge for eligible Agilent instruments.

Support for Agilent-Provided PC Hardware and Peripherals. Agilent CrossLab - Extended Services Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within three years of instrument purchase. Agilent reserves the right to repair or replace a non-functioning PC or monitor under coverage with a model of equal or greater specification at Agilent's discretion. Printers and other peripherals are specifically excluded from all service coverage described above.

Cancellation or Deletion

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to: return to bench support, on-site support, response center support, application and technical assistance and software updates. Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. Customer will pay for all Service rendered under the scheduled Service Agreement.

Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety.

Customer may not cancel a portion of, or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (e.g. CrossLab Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

Technical information, service descriptions and entitlements in this document are subject to change without notice.

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59889-9763EN

Revision 1.5



Agilent Technologies

EXHIBIT "C"

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: minerva.tirado@marsh.com / +1415 743 8234 101830377-STND-GAW-15-16	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED AGILENT TECHNOLOGIES, INC. GLOBAL RISK MANAGEMENT 5301 STEVENS CREEK BLVD. Mail Stop: 1A-IR SANTA CLARA, CA 95051	INSURER A: Old Republic Insurance Co NAIC # 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002715491-08 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY305618	11/01/2015	11/01/2016	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COM/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB305525	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30581900 (CA) MWC30561700 (AOS)	11/01/2015 11/01/2015	11/01/2016 11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COOK COUNTY IT'S OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES SOLELY TO THE EXTENT OF LIABILITIES ASSUMED BY THE INSURED UNDER WRITTEN CONTRACT WITH THEM. ANY SUCH COVERAGE EXTENDED TO THE ADDITIONAL INSURED WILL APPLY AS PRIMARY AND NON-CONTRIBUTORY, TO THE EXTENT OF LIABILITY ASSUMED UNDER CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY CONTRACT.

CERTIFICATE HOLDER COOK COUNTY 2121 WEST HARRISON ST. CHICAGO, IL 60612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Minerva Tirado <i>minerva tirado</i>

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EXHIBIT "D"

ELECTRONIC PAYABLE PROGRAM

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "E"

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="checkbox"/> <u>Disqualification</u>
<input type="checkbox"/> <u>Check Complete</u>

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: June 8, 2016
Total Bid or Proposal Amount: \$72359.69	Contract Title: Contract 1635-15127
Contractor: Agilent Technologies, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: None
Authorized Contact for Contractor: Joe Nash	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): joe_nash@agilent.com	Email Address (Subcontractor):
Company Address (Contractor): 5301 Stevens Creek Blvd.	Company Address (Subcontractor):
City, State and Zip (Contractor): Santa Clara, CA 95051	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor) 302-633-7352	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates 12-01-15 to 11-30-16 (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Per Agilent quote 5000289187	\$72,359.69

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor **Agilent Technologies, Inc.**

Name **Julianne Delacampo**

Title **Contract Specialist**

Prime Contractor Signature Date **6/8/14**

EXHIBIT "F"

MINORITY AND WOMEN BUSINESS ENTERPRISE SUBCONTRACTING GOAL



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

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8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

April 27, 2016

TO: Ryan Connor, Procurement Officer
Office of the Chief Procurement Officer

FROM: Sandra Moses-Potts 
Office of Contract Compliance

RE: MW/DBE Goal Recommendation
Contract No. 1635-15127

The Office of Contract Compliance of Cook County is recommending a goal of 0% MBE and 0% WBE participation for the above-referenced contract. Goal recommendation are based on information such as the Scope of Work, the Estimated Project Cost, the current availability of certified M/WBES in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact me at (312) 603-5510.

CC: Nadine Jakubowski

 Fiscal Responsibility  Innovative Leadership  Transparency & Accountability  Improved Services

EXHIBIT "G"
ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Agilent Technologies, Inc.

D/B/A: _____ FEIN NO.: 77-0518772

Street Address: 5301 Stevens Creek Blvd.

City: Santa Clara State: CA Zip Code: 95051

Phone No.: 800-227-9770 Fax Number: 302-633-8953 Email: lscacontracts@agilent.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 3049-7868

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
T. Rowe Price Assoc., Inc.	100 E. Pratt St. Baltimore, MD 21202	10.5%
FMR LCC	245 Summer St., Boston, MA 02210	6.915%
Black Rock, Inc.	55 E. 52nd St. New York, NY 10022	6.4%
The Vanguard Group	100 Vanguard Blvd., Malvern, PA 19355	5.35%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Michael R. McMullen, President and CEO;	5301 Stevens Creek Blvd., Santa Clara, CA		3/18/2015 to Present
Didier Hirsch, Senior Vice President and CFO;	5301 Stevens Creek Blvd., Santa Clara, CA		7/21/2010 to Present
Richard Burdsall, Snr. Vice President, Global Infrastructure Svcs.;	5301 Stevens Creek Blvd., Santa Clara CA		01/01/2011 to Present

A complete listing of all Agilent Corporate Officers can be located at <http://www.agilent.com/about/companyinfo/execs/index.html?cmpid=4440>.

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Julianne Delcampo

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

Iscacontracts@agilent.com
E-mail address

Contracts Specialist

Title

Date

800-227-9770
Phone Number

Subscribed to and sworn before me
this 7 day of June, 2016

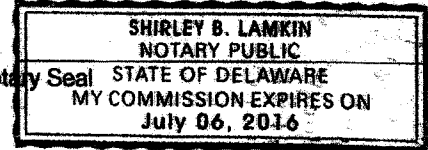
My commission expires:

X

Shirley B. Lamkin

Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Agilent Technologies, Inc.

Address of Person Doing Business with the County: 5301 Stevens Creek Blvd., Santa Clara, CA 95051

Phone number of Person Doing Business with the County: 800-227-9770

Email address of Person Doing Business with the County: lscacontracts@agilent.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Julianne Delcampo, Contracts Specialist, 302-633-7312, julianne.delcampo@agilent.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 1635-15127

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 72,359.69

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Peter Koin, peter.koin@cookcountyil.gov; 312-997-4470

County of Cook Medical Examiner's Office, 2121 W. Harrison St. Chicago, IL 60612-3705

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Peter Koin, peter.koin@cookcountyil.gov, 312-997-4470

County of Cook Medical Examiner's Office, 2121 W. Harrison St. Chicago, IL 60612-3705

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

 Signature of Recipient	6/9/10 Date
---	----------------

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: Contract No. 1635-15127

County Using Agency (requesting Procurement): Cook County Medical Examiner's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Agilent Technologies, Inc.

Substantial Owner Complete Name: None

FEIN# 77-0518772

Date of Birth: n/a

E-mail address: lsccontracts@agilent.com

Street Address: 5301 Stevens Creek Blvd.

City: Santa Clara

State: CA Zip: 95051

Home Phone: (800) 227-9770

Driver's License No: n/a

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO No

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO No

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO No

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO No

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO No

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO No

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Handwritten Signature] Date: 6/9/16

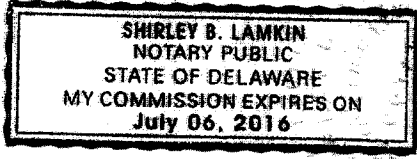
Name of Person signing (Print): Julianne Delcampo Title: Contracts Specialist

Subscribed and sworn to before me this 9 day of June, 20 16

X [Handwritten Signature] Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Agilent Technologies, Inc.

Julianne Delcampo
Contract Specialist

Corporation's Name

President's Printed Name and Signature

800-227-9770

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

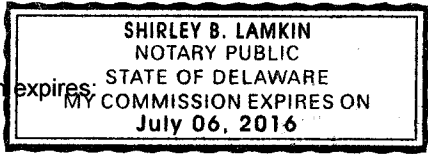
Telephone

Email

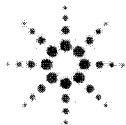
Subscribed and sworn to before me this
9 day of June, 2016.

Notary Public Signature

My commission expires: _____
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



Agilent Technologies


**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,
CONTRACTS, BID BONDS AND PERFORMANCE BONDS**

RESOLVED: That, effective as of September 17, 2014, the Chief Financial Officer, Secretary and Assistant Secretary, and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, Hajime Tada, do hereby certify that I am the Vice President and Deputy General Counsel of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on September 17, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Hajime Tada pursuant to authority granted to me by the Assistant Secretary of the Company, hereby authorize Julianne Delcampo to sign bids, quotes, leases, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, up to the amount of two million five hundred thousand U.S. dollars (\$2,500,000).

IN WITNESS WHEREOF, I have signed my name below.

Dated: July 14, 2015


Hajime Tada



Agilent Technologies

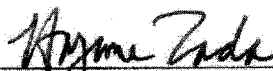
**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,
CONTRACTS, BID BONDS AND PERFORMANCE BONDS**

RESOLVED: That Didier Hirsch, Guillermo Gualino, Marie Oh Huber, Michael Tang and Stephen D. Williams and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, Hajime Tada, do hereby certify that I am the Vice President and Assistant General Counsel of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on February 7, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Hajime Tada, hereby authorize Bill Wynne to sign bids, quotes, leases, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, up to the amount of two million five hundred thousand U.S. dollars (\$2,500,000.00).

IN WITNESS WHEREOF, I have signed my name below.


Dated: March 27, 2014



Hajime Tada

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF August, 2016.

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1635-15127

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 72,359.69

(DOLLARS AND CENTS)

FUND CHARGEABLE: N/A

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)